

## **SIGMA ENGINEERING WORKS LLC – GENERAL TERMS AND CONDITIONS OF SALE ("the Conditions")**

### **1. INTERPRETATION**

In the Conditions the following expressions shall (unless the context requires) have the following meanings:

"Affiliates" means any entity, whether incorporated or not, that is Controlled by or under common Control of Sigma;

"Associated Persons" means any person performing services for or on behalf of a party, including but not limited to subsidiaries, employees, agents, distributors and contractors;

"Business Day" a day other than a Saturday, Sunday or public holiday in the United Arab Emirates, when banks are open for business;

"Client" means the person, firm or company to whom a Quotation is addressed and/or for whom any Products and/or Services are supplied;

"Client Equipment" means any material, item, product or equipment supplied by the Client;

"Confidential Information" means all information which a party may have or acquire before or after the date of the Contract which relates to a party's business, products, developments, trade secrets, know-how or other matters connected with the Products and/or Services and information concerning a party's relationships with actual or potential clients, customers or suppliers and all other information designated as confidential or which ought reasonably to be considered confidential;

"Contract" means the contract for the supply of the Products and/or Services comprising the Quotation and these Conditions;

"Control" means the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the management of the company and the term "Controlled" shall have the equivalent grammatical meaning;

"Deliverables" means the Client Equipment after service by Sigma;

"Export Controls and Sanctions" means any applicable export controls, trade or economic sanctions, embargoes or similar laws, regulations, rules, licences, orders or requirements including without limitation those of the UN, US, UK, EU;

"Intellectual Property Rights" means rights of whatever nature (including patents, inventions, know-how, trade secrets, registered designs, copyrights, database rights, trademarks, service marks, logos, domain names, business names, trade names and design rights) and all registrations or applications to register any of the aforesaid items, together with any renewals, revivals and extensions of any of the aforesaid items;

"Losses" means all losses, liabilities, claims, costs, expenses, damages, actions, awards, penalties and/or fines, obligations and also includes all losses, liabilities, costs and expenses (including legal fees on a full indemnity basis) in relation to or resulting from any demands, claims or proceedings;

"Price" means the price stated in the Quotation, or otherwise agreed with the Client together with all other sums due pursuant to the Conditions;

"Products" means the products or parts manufactured and/or supplied by Sigma as part of the Services and specified in the Quotation.

"Products and/or Services" means the Products or Services or both as the case may be;

"Quotation" means Sigma's quotation (whether written or oral) which shall be subject to the Conditions save to the extent of any inconsistencies which will be resolved in favour of the terms of the Quotation;

"Report" means any test certificate, technical report, non-destructive test or inspection record, drawing, spreadsheet, recommendation, advice or the like issued by Sigma in respect of the Products and/or Services;

"Sanctioned Party" means any party or parties listed on any list of designated or other restricted parties maintained under Export Controls and Sanctions, including but not limited to, the Specially Designated Nationals and Blocked Persons List maintained by the US Office of Foreign Assets Control, the Consolidated List of Financial Sanctions Targets in the UK maintained by HM Treasury, the consolidated list of persons, groups and entities subject to EU financial sanctions maintained by the European Commission;

"Service" or "Services" means the service(s) including, but not limited to, fabrication, machining, welding, blasting, painting, coating, assembly, disassembly, inspection, testing specified in the Quotation;

"Sigma" means Sigma Engineering Works LLC; registered in the Emirate of Abu Dhabi, United Arab Emirates with industrial license number IN-1000501 and/or its Affiliates;

"Storage Terms and Conditions" means Sigma's storage terms and conditions available at <https://sigma.ae>.

### **2. GENERAL**

2.1 The Quotation constitutes an offer by Sigma to provide the Products and/or Services subject to the Conditions (save to the extent of any inconsistencies between the Quotation and the Conditions which will be resolved in favour of the terms of the Quotation) and is open for acceptance for 10 days only from the date of the Quotation unless previously withdrawn by Sigma. Acceptance is based on the receipt of an instruction in writing by Sigma in whatever form it may be.

2.2 The Quotation and the Conditions shall prevail over any terms or conditions contained or referred to in any correspondence, order, documentation submitted by the Client or elsewhere now or in the future. Further, no condition, statement or representation contained in any advertisement or brochure or in any trade or promotional circular or other literature, nor the terms or conditions of any trade association or other body, or which would or might but for this sub-paragraph be implied or incorporated by custom or trade, usage, negotiations, course of dealing or otherwise shall be deemed to be incorporated in the Contract and all of the same are hereby expressly excluded from the Contract.

### **3. PRICE**

3.1 The Price is based on information available to Sigma at the date of the Quotation. If during the period of the Contract there shall be any variation in the cost of materials, labour or otherwise to Sigma, the Price may, in the absolute discretion of Sigma, be adjusted to take account of such variation.

3.2 In addition to the amount specified in the Quotation the following shall be payable if appropriate

3.2.1 any applicable value added tax or sales tax;

3.2.2 package, insurance, freight, travel costs, bank charges, storage charges in accordance with the Storage Terms and Conditions and disbursements incurred on behalf of the Client;

3.2.3 insurance incurred by Sigma, in its absolute discretion, in respect of any property belonging to the Client in the possession of Sigma;

3.2.4 with prior notice, the cost of all sub-contractors employed by Sigma unless included in the Quotation;

3.2.5 any costs incurred by Sigma for any work permits, licences, fees, disposal costs, or other government approvals, registrations, permits or licences which may be required to fulfil its obligations under this Contract and which are specific to this Contract. This Condition however excludes all general fees associated with standard licences, permits and registrations required to operate a business in the Oil and Gas fields Equipment Manufacturing, Onshore and Offshore Oil and Gasfields and Facilities Services, Pressure Vessels, Tanks and Similar Products Manufacturing, Valves Manufacturing, Fabrication, Machining, Testing, Inspection and Certification sector in the territory;

3.2.6 any additional costs incurred by Sigma in accordance with the Conditions; and

3.2.7 any special standards or specifications required for the supply of the Products and/or the performance of the Services, including all requisite local registration and licensing fees.

### **4. PAYMENT**

4.1 The Price shall be paid to Sigma in full, in cleared funds, without any deduction, set-off or counterclaim in accordance with the payment terms set out in the Quotation. For the avoidance of doubt, the Price shall be paid free and clear of, and without deduction for and on account of, tax unless the Client is required by law to make such payment subject to the deduction of withholding tax, in which case the sum paid by the Client shall be increased to the extent necessary to ensure that after such deduction or withholding Sigma receives an amount equal to the Price it would have received had no such deduction or withholding been required.

4.2 Where the Client is required by law to deduct or withhold on account of tax it shall use its best endeavours to obtain from the relevant revenue authorities authorisation to make payment of the sums without such deduction or withholding or, if applicable, at a reduced rate. The parties undertake to provide all reasonable assistance to each other in obtaining such authorisation and, without prejudice to the generality of the foregoing, will submit any forms and take any such action as may be reasonably necessary or reasonably required by the other party for the purpose.

4.3 Time of payment is of the essence to the Contract and any delay in payment shall constitute a material breach of the Contract. In default of the payment set out in the Quotation, Sigma may: suspend the supply of any further Products and/or Services to the Client; withhold the provision of the Reports and/or the supply of the Products and/or Services; alter or withdraw credit terms; and amend terms, prices or service levels. The amount outstanding from time to time shall bear interest (both before and after any judgment) at the rate of 8% per annum from the due date for payment until payment in full is made.

4.4 All payments due to Sigma shall be payable within the specified time irrespective of whether or not the Client has recovered payment from a third party and, for the avoidance of doubt, but without prejudice to the generality of the foregoing, this includes payments of fees due to Sigma acting as experts or as expert witnesses when instructed by solicitors acting for a party to a dispute.

4.5 If, in Sigma's view, the Client's creditworthiness deteriorates before completion of the supply of the Products and/or Services, Sigma may require payment in full or in part of the Price prior to completion, or the provision of security for payment by the Client in such form as is acceptable to Sigma.

4.6 Sigma has a general lien on all the Client Equipment and/or spare parts in Sigma's possession in satisfaction of any amount owed by the Client to Sigma under the Contract and may deal with them as it sees fit.

### **5. DELIVERY AND PERFORMANCE**

5.1 Unless otherwise agreed in writing by Sigma, the Client shall collect the Products and/or Deliverables from Sigma's premises at Mussaffah - MW-4 - (49, 51, 53, 54), Abu Dhabi, United Arab Emirates or the premises located at Sigma Engineering Works FZE, Plot No. B060E06, Jebel Ali Freezone, Dubai, United Arab Emirates ("Sigma's Premises").

## **SIGMA ENGINEERING WORKS LLC – GENERAL TERMS AND CONDITIONS OF SALE ("the Conditions")**

5.2 The Services shall be performed by Sigma at the location(s) and on the date(s) specified in the Quotation.

5.3 The Client shall not be entitled to reject a delivery of the Products on the basis that an incorrect volume of the Products has been supplied.

5.4 Sigma may deliver the Products and/or perform the Services in instalments. Any delay or defect in an instalment shall not entitle the Client to cancel any other instalment.

5.5 Time is not of the essence in relation to the delivery of the Products and/or the performance of the Services. Sigma shall use its reasonable endeavours to meet estimated dates for delivery and performance, but any such dates are indicative only.

5.6 If the Client fails to take or accept delivery of the Products and/or Deliverables, Sigma shall store, the Products and/or Deliverables pending delivery in accordance with the Storage Terms and Conditions and the Client shall pay all costs and expenses incurred by Sigma as set out in the Storage Terms and Conditions.

5.7 The Client shall supply as much information as possible about the Product and/or Service requirement to assist in achieving an efficient service. Where information relating to the Product and/or Service requirement is incorrect and Sigma is involved in additional work, Sigma reserves the right to charge for such additional work.

5.8 Unless specific prior instructions in writing are received by Sigma, the Services shall be carried out on the Client Equipment in the state in which the Client Equipment is received. Sigma reserves the right to charge for any work required to be carried out to the Client Equipment prior to the performance of any Service.

5.9 Methods of carrying out the Services shall be at the sole discretion of Sigma unless prior instruction in writing is received from the Client specifying a particular procedure which is accepted in writing by Sigma.

### **6. RISK AND TITLE**

6.1 Risk in the Products and/or Deliverables shall pass upon Sigma making the Products and/or Deliverables available at Sigma's Premises.

6.2 Title to the Products shall pass to the Client once Sigma has received payment in full and cleared funds for the Products.

### **7. WARRANTY**

7.1 Sigma warrants that, for a period of 12 months from the date of the Client's final acceptance of the Products (the "Warranty Period"), the Products shall be free from material defects in design, material and workmanship.

7.2 Sigma warrants that the Services shall be supplied with reasonable care and skill.

7.3 As the Client's sole and exclusive remedy, Sigma shall, at its option, repair, remedy, re-perform or refund the Products and/or Services that do not comply with Condition 7.1 or Condition 7.2 (as applicable), provided that the Client:

7.3.1 serves a written notice on Supplier not later than 5 Business Days from delivery or performance in the case of defects discoverable by a physical inspection, or within a reasonable period of time from delivery or performance in the case of latent defects;

7.3.2 such notice specifies that some or all of the Products and/or Services do not comply with Condition 7.1 or Condition 7.2 (as applicable) and identifying in sufficient detail the nature and extent of the defects; and

7.3.3 gives Sigma a reasonable opportunity to examine the claim of the defective Products and/or Services.

7.4 The provisions of these Conditions shall apply to any Products and/or Services that are repaired, remedied or re-performed with effect from delivery or performance of those Products and/or Services.

7.5 Except as set out in this Condition 7.1 or Condition 7.2 (as applicable), Sigma gives no warranty and makes no representations in relation to the Products and/or Services; and shall have no liability for their failure to comply with the warranty in Condition 7.1, or Condition 7.2 (as applicable) and all warranties and conditions, whether express or implied by statute, law or otherwise are excluded to the extent permitted.

### **8. DISCLAIMER/LIABILITY**

8.1 The following provisions of this Condition 8 set out the entire liability of Sigma, its employees, agents and sub-contractors to the Client howsoever arising.

8.2 Sigma does not exclude or limit its liability (if any) to the Client:

8.2.1 for personal injury or death resulting from Sigma's negligence;

8.2.2 for any matter which it would be illegal for Sigma to exclude or to attempt to exclude or limit its liability; or

8.2.3 for fraud or fraudulent misrepresentation.

8.3 Except as provided in Condition 8.1, Sigma shall not be liable to the Client whether in contract, tort (including negligence), breach of statutory duty or otherwise for any loss of profit, loss of business, loss of market, loss of contract, damage to goodwill, loss of anticipated savings, loss of revenue, loss or damage incurred as a result of third party claims or any indirect or consequential loss howsoever caused.

8.4 Subject to Condition 8.2 and Condition 8.3, Sigma's total aggregate liability under the Contract (whether in contract, tort (including negligence), breach of statutory duty or otherwise) arising out of or in connection with the performance or contemplated performance of the Contract or any delay in performance or failure to perform by Sigma or otherwise howsoever arising shall be limited to the value of the Contract.

8.5 Subject to the other provisions of the Conditions any claim by the Client against Sigma shall be made in writing and notified to Sigma within 30 days of completion of the Products and/or Services under the Contract by Sigma to the Client.

8.6 Reports are issued on the basis of information known to Sigma at the time that the Services are carried out. Although Sigma will use all reasonable endeavours to ensure accuracy, the Services depend, inter alia, on the effective co-operation of the Client, its staff and on the information submitted to Sigma. Save as required by law, no representation or warranty, whether express or implied or otherwise as to the accuracy of a Report is given by Sigma. In consequence, all Reports are prepared on the basis that:

8.6.1 there is no responsibility to any person or body other than the Client;

8.6.2 they are not carried out for any particular purpose and no statement is to be deemed, in any circumstances to be or give rise to a representation, undertaking, warranty or contractual condition unless specifically stated;

8.6.3 they are determined solely by the professional analysis undertaken by Sigma's staff on each individual Contract and any forecasts by Sigma of the results is an estimate only;

8.6.4 Sigma is entitled to be paid the Price irrespective of the results or conclusions reached in the Report;

8.6.5 the results of the Services shall address the Client Equipment and information submitted only; and

8.6.6 the results are final and approved by Sigma. Sigma shall be under no liability where the Client has acted on preliminary, unapproved results or advice.

8.7 Sigma shall not be liable to the Client or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of Sigma's obligations in relation to the Products and/or Services, if the delay or failure was due to any cause beyond Sigma's reasonable control. Without prejudice to the generality of the foregoing, causes beyond Sigma's reasonable control shall include an act beyond the control of any person, explosion, adverse weather conditions, flood, earthquake, tempest, fire, accident, epidemic, pandemic, war or threat of war, acts or threats of terrorism, sabotage, insurrection, riot, civil disturbance, requisition, acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of the governmental, parliamentary or local authority, import or export regulations or embargoes, strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of Sigma or of a third party), difficulties in obtaining raw materials, labour, fuel, parts or machinery, power failure or breakdown in machinery.

8.8 To the maximum extent permitted by law, all warranties, conditions or other terms express or implied, statutory, customary or otherwise are excluded to the fullest extent permitted by law.

8.9 Where the Products and/or Services are provided under a consumer transaction any mandatory statutory rights of the Client are not affected by the Conditions.

8.10 The Client acknowledges that the above provisions of this Condition 8 are reasonable and reflected in the Price which would be higher without those provisions and the Client will accept such risk and/or insure accordingly.

### **9. OBLIGATIONS OF CLIENT**

9.1 The Client agrees to indemnify, keep indemnified and hold harmless Sigma from and against all Losses which Sigma may suffer or incur arising out of or as a result of any breach or negligent performance or failure in performance by the Client of the terms of the Contract or breach of any law or any claim threatened or made against Sigma by any third party arising out of the Products and/or Services or out of any delay in performing or failure to provide the Products and/or perform the Services. Notwithstanding any other provision of these Conditions, the Client's liability under this indemnity shall be unlimited.

9.2 Where Services are provided at the premises of the Client (the "Client's Premises"), the Client will be responsible for providing a safe system of work for Sigma and its employees while providing the Service and the Client shall be responsible for all costs necessarily required in discharging this obligation and shall indemnify Sigma, its employees, sub-contractors and agents in respect of all Losses suffered as a result of any breach by the Client hereof.

## **SIGMA ENGINEERING WORKS LLC – GENERAL TERMS AND CONDITIONS OF SALE ("the Conditions")**

9.3 In addition to any specific Client obligations set out in the Quotation, where Services are provided at the Client's Premises, the Client shall:

9.3.1 provide Sigma with necessary access to any Client's Premises;

9.3.2 ensure that any premises provided by the Client for the provision of any part of the Service is suitable for that purpose;

9.3.3 provide all usual auxiliary and operating materials (including gas, water, electricity, lighting etc) relevant to any Client supplied premises;

9.3.4 keep all materials, equipment, documents and other property of Sigma (the "Sigma Materials") at the Client's Premises in safe custody at its own risk, maintain the Sigma Materials in good condition until returned to Sigma, and not dispose of or use the Sigma Materials other than in accordance with Sigma's written instructions or authorisation; and

9.3.5 provide Sigma with any permits required for the performance of the Services.

Additional costs or Losses arising for Sigma due to the Client's failure to comply with the obligations in this Condition 9.3 shall be borne by the Client.

9.4 The Client may reproduce or replicate any Report in the form provided by Sigma but shall not, without the written consent of Sigma, reproduce or replicate any Report which has been modified from the form provided by Sigma.

### **10. OWNERSHIP, COPYRIGHT AND PATENTS IN RELATION TO PRODUCTS AND/OR SERVICES**

10.1 All Intellectual Property Rights (including copyright in records, scientific documentary, primary data or electronic means of handling data) produced during the supply of any Products and/or Services shall belong to and remain the property of Sigma unless otherwise expressly agreed as part of the Contract.

10.2 Ownership and copyright in the Report shall remain with Sigma. Upon the Client discharging all its obligations under the Contract, including payment of the Price, the Client will obtain an irrevocable, royalty-free, non-exclusive licence to use the Report (including the right to sub-licence), subject to the terms of Conditions, 10.1 and 10.3.

10.3 The Client hereby warrants that it will not use the Report, or any other reports, results, or information supplied by Sigma for the purposes of advertisement or publication to third parties. Any such use of the Report or other reports, results or information is permitted under the Contract only with the prior written consent of Sigma who shall have the right to increase the Price where it consents to such advertisement and/or publication.

10.4 The Client hereby undertakes to abide by any regulations imposed by Certification Authorities, Standard Owners, Accreditation Bodies or government authorities relating to marks, emblems or logos attached to the Reports or any other documents issued under the Products and/or Services.

10.5 The Client shall indemnify Sigma against all damages, penalties, costs and expenses to which Sigma may become liable as a result of a claim that the use of any data, specification, equipment or other materials supplied by the Client for the provision of the Products and/or Services involves the infringement of any Intellectual Property Rights of any third party.

### **11. DATA PROTECTION**

11.1 In exercising its rights and performing its obligations under the Contract the Client, to the extent necessary, shall at all times comply with internationally recognised data protection standards and any applicable laws relating to data protection including any relevant laws that may come into effect during the term of the Contract. To the extent that any personal data is processed by the Client, the Client shall at all times take all appropriate technical and organisational measures against unauthorised or unlawful processing of such personal data and against accidental loss or destruction of, or damage to, such personal data.

11.2 If Sigma receives a subject access request from a data subject who is identified in the personal data, then the Client shall provide Sigma with all such assistance as Sigma may reasonably require to enable Sigma to timeously comply with the subject access request.

### **12. SUB-CONTRACTING AND ASSIGNMENT**

12.1 Unless otherwise restricted by the terms of the Contract and/or obligations under any accreditation or governing approval, Sigma shall be entitled, in its absolute discretion, to sub-contract the whole of or any part of the Contract.

12.2 Sigma may assign, delegate, licence or hold on trust, all or any part of its rights or obligations under the Contract.

12.3 The Contract is personal to the Client which may not assign, delegate, licence, hold on trust or sub-contract all or any of its rights or obligations under the Contract without Sigma's prior written consent.

### **13. TERMINATION**

13.1 The Client shall not terminate the Contract without the written consent of Sigma which may be subject to such terms, as in Sigma's absolute discretion, recompense Sigma for all loss it may suffer as a result of termination.

13.2 Sigma may, without the need for judicial recourse, terminate the Contract and any other contract with the Client forthwith, without prejudice to any other right or remedy available to Sigma and without Sigma incurring any liability to the Client, in the following circumstances:

13.2.1 if the Client commits a breach of any terms of the Contract or any other contract with Sigma which is incapable of remedy or, if capable of remedy, has not been remedied by the Client in accordance with a written notice from Sigma requiring remedy within the period specified in the said notice;

13.2.2 if the Client fails to make payment of the Price within the specified time;

13.2.3 the Client makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction) or ceases or suspends payment of any of its debts or is unable to pay its debts as they fall due;

13.2.4 an encumbrancer takes possession, or a receiver or administrator is appointed, over any of the property or assets of the Client;

13.2.5 the Client ceases, or threatens to cease, to carry on business;

13.2.6 Sigma reasonably apprehends that any of the events mentioned at Conditions 13.2.3, 13.2.4 or 13.2.5 above is about to occur in relation to the Client and notifies the Client accordingly;

13.2.7 as provided in Condition 16.3.

13.3 Notwithstanding that Sigma terminates the Contract, this shall be without prejudice to the accrued rights and remedies of the parties prior to termination of the Contract and any rights or remedies under the Conditions, which shall remain in force, including the right to suspend all further Products and/or Services to be made under any other contract with the Client (and in such event the Client shall not be released from any of its obligations to Sigma under any other contract) and the right for Sigma to receive full compensation for its loss under the Contract or any other contract with the Client.

13.4 On termination of the Contract pursuant to Condition 13.2, any indebtedness of the Client to Sigma shall become immediately due and payable.

13.5 court order shall not be required to give effect to any termination of the Contract.

### **14. CONFIDENTIALITY**

14.1 Each party (the "Recipient") shall keep all Confidential Information of the other party (the "Disclosing Party") in the strictest confidence. Save for the purposes of fulfilling its obligations under the Contract, the Recipient shall not, without the prior written consent of the Disclosing Party, disclose, divulge or grant access to the Confidential Information which it has received and shall not permit any of its employees, agents or officers to disclose, divulge or grant access to such Confidential Information.

14.2 Notwithstanding Condition 14.1, a Recipient may disclose Confidential Information which it has received if:

14.2.1 it is required to do so by any governmental, local government or regulatory authority or by law (but then only to the extent it is strictly required to do so);

14.2.2 it is strictly necessary for the purpose only of obtaining professional advice in relation to the Contract;

14.2.3 it was already known to the Recipient prior to the time of disclosure by the Disclosing Party (where the Recipient can prove the same with documentary evidence); or

14.2.4 it is information which subsequently becomes public knowledge other than by breach of the Contract by the Recipient.

14.3 In the event of an information request being made to a Recipient pursuant to any Freedom of Information legislation or any applicable legislation or regulations in respect of any Confidential Information then the Recipient shall, to the extent legally permissible, notify the Disclosing Party and shall not disclose any information until an analysis has been made as to whether the information requested is capable of benefiting from an exemption from disclosure.

14.4 The obligations of the parties under this Condition 14 shall continue to apply without limit of time.

### **15. EXPORT CONTROLS AND SANCTIONS**

15.1 The Client hereby acknowledges and agrees that the supply of the Products and/or Services may be subject to Export Controls and Sanctions.

15.2 The Client is solely responsible for complying with and shall not do anything which would cause Sigma to be in breach of Export Controls and Sanctions. In particular, the Client warrants and represents that it:

15.2.1 is not, and is not owned or controlled by a Sanctioned Party;

## **SIGMA ENGINEERING WORKS LLC – GENERAL TERMS AND CONDITIONS OF SALE ("the Conditions")**

15.2.2 will not use, sell, resell, export, re-export, transfer, distribute, dispose of, disclose or otherwise deal with the Products and/or Services and/or Deliverables to:

(a) any country, territory, or destination with which Sigma, as a matter of policy, and subject to periodical update, does not conduct business with, and any territory subject to comprehensive Export Controls and Sanctions from time to time;

(b) any other territory to which the supply of the Products and/or Services and/or Deliverables would be restricted or prohibited under Export Controls and Sanctions (subject to the Client obtaining any and all licences and/or approvals required to make such a supply); or any Sanctioned Party (or any party owned or controlled by a Sanctioned Party); and

(c) obtain and maintain any required export licence or other governmental approval and complete such formalities as may be required under Export Controls and Sanctions in order to use, sell, resell, export, re-export, transfer, distribute, dispose of, disclose or otherwise deal with the Products and/or Services and/or Deliverables.

15.2.3 will not put the Products and/or Services and/or Deliverables, in their entirety or in part, to any use in connection with the development, production, handling, operation, maintenance, storage, detection, identification or dissemination of chemical, biological or nuclear weapons or the development, production, maintenance or storage of missiles capable of delivering such weapons or to any military end-use in violation of any applicable embargo (including, but not limited to, embargoes maintained by the US, EU, UK, and/or the UN). In addition, the Client shall not sell, resell, supply, export, re-export, transfer, divert, distribute, or dispose of the Products and/or Services and/or Deliverables to any third party where the Client knows or has grounds for suspecting that the Products and/or Services and/or Deliverables are or may be intended for one of the uses specified in this Condition.

15.3 Nothing in this Condition 15 shall require either party to act in any way contrary to any blocking or antiboycott laws with jurisdiction over such party's operations.

### **16.ANTI-BRIBERY**

16.1 The Client shall (and shall procure that its Associated Persons shall):

16.1.1 comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption, including but not limited to, the United States Foreign Corrupt Practices Act of 1977 (as amended), the United Kingdom Bribery Act 2010, any applicable laws implementing the OECD Convention on combating bribery of foreign public officials in international business transactions, and local and national laws of the territories in which the Client operates (the "Relevant Requirements");

16.1.2 have and shall maintain in place throughout the term of the Contract its own policies and procedures to ensure compliance with the Relevant Requirements, and will enforce them where appropriate;

16.1.3 maintain complete and accurate records of all transactions and payments related to the Contract and, on reasonable request, disclose details of those transactions and payments to Sigma;

16.1.4 on reasonable request confirm in writing to Sigma that it has complied with the requirements of this Condition and, if so requested, allow Sigma to verify this compliance by way of an audit of its records;

16.1.5 promptly report to Sigma any request or demand for any undue financial or other advantage of any kind received by the Client in connection with the performance of the Contract.

16.2 The Client shall procure that any third parties to whom the Products and/or Services and/or Deliverables will be supplied, whether in original form or as intermediate or end-product, are under the same obligations as set out in this Condition 16 such that all third parties down the supply chain, as far as the end-user, are under the same strict compliance obligations.

16.3 Sigma shall not be obliged to perform any obligation under the Contract and shall have the right to terminate the Contract, without being liable for any damages or costs of any kind, if in its sole discretion it reasonably believes that such performance in full or in part would place it in violation of any Relevant Requirements and/or the Export Controls and Sanctions (including, for the avoidance of doubt, if such violation would be the result of any delay to, or refusal of, the grant of any licence required under Export Controls and Sanctions).

16.4 In addition to any other remedy available to Sigma, the Client shall indemnify, keep indemnified and hold harmless (on a full indemnity basis) Sigma, its Affiliates, and its and their respective officers and personnel against any and all direct or indirect liabilities, claims, demands, damages, losses or expenses (including legal and other professional advisers' fees and disbursements), interest and penalties suffered or incurred as a result of any breach of Condition 15 and/or Condition 16.

### **17. GENERAL**

17.1 Each right or remedy of Sigma under any Contract is without prejudice to any other right or remedy of Sigma under this or any other Contract.

17.2 Nothing in the Conditions shall create or be deemed to create a partnership between the parties.

17.3 The Conditions and the Quotation contain all the provisions which the parties have agreed in relation to the subject matter of the Contract and supersede any prior written or oral agreements, representations, proposal documentation or understandings between the parties. The Client agrees that it has not been induced to enter into the Conditions or the Contract by a statement or promise which they do not contain save that the Conditions shall not exclude any liability which Sigma would otherwise have to the Client in respect of any statements made fraudulently by Sigma.

17.4 In the event of one or more of the provisions of the Conditions being held by a competent authority to be invalid, illegal, or unenforceable, in whole or in part, the validity, legality or enforceability of the remaining provisions of the Conditions and the remainder of the provision in question shall not be affected thereby.

17.5 All notices to be served by one party on the other must be in writing and shall be deemed duly delivered or served at the time of service if delivered personally and forty-eight hours after posting if posted by first class or airmail pre-paid post in each case to the registered address, if applicable, or if not applicable the last known address of the other party.

17.6 No failure or delay by Sigma to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same or of some other right, power or remedy.

17.7 The Quotation and the Conditions do not and are not intended to give any rights or any right to enforce any of its provisions to any person who is not a party to it.

17.8 The Contract shall be governed by and construed in accordance with the laws of the United Arab Emirates. All disputes, controversy or claims arising out of or in connection with this Contract, including any question regarding its existence, validity or termination, shall be referred to and be finally resolved under the exclusive jurisdiction of the Abu Dhabi Courts.